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Coach, Inc. and Coach Services, Inc.*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH SERVICES, INC., a Maryland
Corporation,

Plaintiff,

vs.

MIN JUNG LEE, an individual dba
BAG STIGE; AZ WORLD, INC., a
California Corporation; XUSHENG XU,
an individual; and DOES 1-10, inclusive,

Defendants

CASE NO. CV 10-2324 CAS (FFMx)

**~~[PROPOSED]~~ ORDER GRANTING
CONSENT JUDGMENT INCLUDING
A PERMANENT INJUNCTION AND
VOLUNTARY DISMISSAL OF
ACTION WITH PREJUDICE AS TO
DEFENDANT MIN JUNG LEE**

WHEREAS Plaintiff Coach Services, Inc. (“Coach”) and Defendant **Min Jung Lee** (“Defendant”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendant, having agreed to consent to the below terms, it is hereby:

ORDERED, ADJUDGED, and DECREED as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (“Coach Marks”). Amongst the many Coach Marks, one of the most well-known and recognized marks is Coach’s Signature “C” Mark (see below). Coach has used the Signature “C” Mark in

1 association with the sale of goods since as early as 2001. The Signature “C” Mark was
 2 first registered at the U.S. Patent and Trademark Office on September 24, 2002.
 3 Registrations for the Signature “C” Mark include, but are not limited to, U.S. Reg.
 4 Nos. 2,832,589; 3,695,290; and 2,534,429



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 8 3. Plaintiff has alleged that Defendant’s importation, distribution,
 9 advertisement, offering for sale, and sale of products which infringe upon Coach’s
 10 Signature “C” Mark constitute trademark infringement and unfair competition under
 11 the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

12 4. Defendant and their agents, servants, employees and all persons in active
 13 concert and participation with them who receive actual notice of this Final Judgment
 14 are hereby permanently restrained and enjoined from infringing upon the Coach
 15 Marks, include either directly or contributorily, in any manner, including generally, but
 16 not limited to manufacturing, importing, distributing, advertising, selling and/or
 17 offering for sale any unauthorized product bearing the Signature “C” Mark, or marks
 18 confusingly similar or substantially similar to Coach’s Signature “C” Mark, and,
 19 specifically from:

20 (a) Using Coach’s Signature “C” Mark or any reproduction,
 21 counterfeit, copy or colorable imitation thereof in connection with the manufacture,
 22 importation, distribution, advertisement, offer for sale and/or sale of merchandise
 23 comprising not the genuine products of Coach, or in any manner likely to cause others
 24 to believe that Defendant’s products are connected with Coach or Coach’s genuine
 25 merchandise;

26 (b) Passing off, inducing or enabling others to sell or pass off any
 27 products or other items that are not Coach’s genuine merchandise as and for Coach’s
 28 genuine merchandise;

1 (c) Leasing space to any tenant who is engaged in the manufacturing,
2 purchasing, production, distribution, circulation, sale, offering for sale, importation,
3 exportation, advertisement, promotion, display, shipping, marketing of Infringing
4 Products;

5 (d) Committing any other acts calculated to cause purchasers to believe
6 that Defendant's products are Coach's genuine merchandise unless they are such;

7 (e) Shipping, delivering, holding for sale, distributing, returning,
8 transferring or otherwise moving, storing or disposing of in any manner items falsely
9 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation
10 thereof; and

11 (f) Assisting, aiding or attempting to assist or aid any other person or
12 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
13 4(e) above.

14 5. Without any admission of liability, the parties have agreed that Defendant
15 shall pay to Plaintiff an amount in settlement of Plaintiff's demand for damages,
16 profits, costs, disbursements, and attorneys' fees based upon Defendant's alleged
17 infringing activities. Plaintiff and Defendant shall bear their own costs associated with
18 this action.

19 6. The execution of this Final Judgment shall serve to bind and obligate the
20 parties hereto.

21 7. The jurisdiction of this Court is retained for the purpose of making any
22 further orders necessary or proper for the construction or modification of this Final
23 Judgment, the enforcement thereof and the punishment of any violations thereof.

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1 Except as otherwise provided herein, this action is fully resolved with prejudice
2 as to Defendant Min Jung Lee dba Bag Stige.

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4 **IT IS SO ORDERED.**

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6 DATED: August 2, 2011

A handwritten signature in black ink, reading "Christine A. Snyder", with a long horizontal flourish extending to the right.

7 Hon. Christine A. Snyder
8 **United States District Judge**
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